

SERFF Tracking Number:	GMMX-125280254	State:	Arkansas
Filing Company:	National General Insurance Company	State Tracking Number:	AR-PC-07-025978
Company Tracking Number:	PA AR0002031F01		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	2007 PPA (Direct)		
Project Name/Number:	2007 PPA (Direct)/PA AR0002031F01		

Filing at a Glance

Company: National General Insurance Company

Product Name: 2007 PPA (Direct)

SERFF Tr Num: GMMX-125280254 State: Arkansas

TOI: 19.0 Personal Auto

SERFF Status: Closed

State Tr Num: AR-PC-07-025978

Sub-TOI: 19.0001 Private Passenger Auto (PPA)

Co Tr Num: PA AR0002031F01

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Author: SPI GMACWS

Disposition Date: 09/13/2007

Date Submitted: 08/31/2007

Disposition Status: Approved

Effective Date Requested (New):

Effective Date (New): 09/19/2007

Effective Date Requested (Renewal):

Effective Date (Renewal):

10/19/2007

General Information

Project Name: 2007 PPA (Direct)

Status of Filing in Domicile:

Project Number: PA AR0002031F01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/13/2007

State Status Changed: 08/31/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We respectfully submit, for your review and approval, this form filing. All of these forms were amended to meet the changes from ACT 373 which was effective on July 31, 2007. Our claims department has been processing claims according to the new law since that time. Implementation of these form changes will confirm our insureds have the correct information on their policy forms. Once an approval is received from the Arkansas Insurance Department, we will notify you of our effective dates for these four forms.

The filing fee has been sent via Federal Express for next day delivery.

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Company and Contact

Filing Contact Information

Elaine Stafford, Regulatory Analyst
500 West Fifth Street
Winston-Salem, NC 27102-3199
(336) 770-2000 [Phone]
(336) 770-8105[FAX]

Filing Company Information

National General Insurance Company	CoCode: 23728	State of Domicile: Missouri
500 West Fifth Street	Group Code: 79	Company Type:
Winston-Salem, NC 27102-3199	Group Name: GMAC Insurance Holdings, Inc.	State ID Number:
(336) 770-2000 ext. [Phone]	FEIN Number: 43-0890050	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	Form filing fee
Per Company:	No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
60072252	\$50.00	08/24/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	09/13/2007	09/13/2007
Approved	Alexa Grissom	09/04/2007	09/04/2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Effective Dates	Note To Reviewer	SPI GMACWS	09/11/2007	09/11/2007

<i>SERFF Tracking Number:</i>	<i>GMMX-125280254</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>2007 PPA (Direct)/PA AR0002031F01</i>		

Disposition

Disposition Date: 09/13/2007
Effective Date (New): 09/19/2007
Effective Date (Renewal): 10/19/2007
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	GMMX-125280254	State:	Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	1970 (07012007) Highlighting Changes, 1971 (07012007) Highlighting Changes, 3094 (07012007) Highlighting Changes, 1969 (07012007) Highlighting Changes, AR - REG 29 - CERT OF COMPLIANCE, AR - NAIC FORM FILING SCHEDULE	Approved	Yes
Form	Personal Injury Protection	Approved	Yes
Form	Amendment of Policy Provisions	Approved	Yes
Form	Underinsured Motorists Coverage - Arkansas	Approved	Yes
Form	Uninsured Motorists Coverage - Arkansas	Approved	Yes

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State: *Arkansas*

Filing Company: *National General Insurance Company*

State Tracking Number: *AR-PC-07-025978*

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Product Name: *2007 PPA (Direct)*

Project Name/Number: *2007 PPA (Direct)/PA AR0002031F01*

Disposition

Disposition Date: 09/04/2007

Effective Date (New): 09/04/2007

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Note To Reviewer

Created By:

SPI GMACWS on 09/11/2007 12:39 PM

Subject:

Effective Dates

Comments:

This is to notify you that this form filing, approved on 9/4/2007, will be effective on 9/19/2007 for NB and 10/19/2007 for Renewals. If you have any questions or need to contact me, please call 1-800-526-0332, ext. 8131.

Thank you for your assistance.

Sincerely,

Elaine Stafford
Regulatory Analyst

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Personal Injury Protection	1970	07012007	Other	Replaced	Replaced Form #:48.60 Previous Filing #:	48.60	1970.PDF
Approved	Amendment of Policy Provisions	1971	07012007	Other	Replaced	Replaced Form #:52.20 Previous Filing #:	52.20	1971.PDF
Approved	Underinsured Motorists Coverage - Arkansas	3094	07012007	Other	Replaced	Replaced Form #:42.00 Previous Filing #:	42.00	3094.PDF
Approved	Uninsured Motorists Coverage - Arkansas	1969	07012007	Other	Replaced	Replaced Form #:48.60 Previous Filing #:	48.60	1969.PDF

This Endorsement Applies Only If Form Number
1970 (07012007) Appears On The Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. DEFINITIONS

The Definitions section is amended as follows:

A. The following definitions are replaced:

1. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Declarations to which medical payments apply. This includes:
 - a. A vehicle loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction.
 - b. A vehicle loaned by a duly licensed automobile dealer for use as a demonstrator vehicle.
 - c. A vehicle rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C).
 - d. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Declarations to which work loss applies. This includes:
 - a. A vehicle loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss or

destruction.

- b. A vehicle loaned by a duly licensed automobile dealer for use as a demonstrator vehicle.
- c. A vehicle rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C).
- d. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.

B. The following definitions are added:

1. "Motor vehicle" means a land motor vehicle, trailer or semi-trailer. However, "motor vehicle" does not include a:
 - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
 - b. Vehicle operated upon rails or crawler treads; or
 - c. Vehicle located for use as a residence or premises.
2. "Named insured" means the person named in the Declarations.
3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. Motorcycle; or
 - b. Vehicle operated by human or animal power.
4. "Private passenger auto" means a "motor vehicle" which is a:
 - a. Private passenger;
 - b. Station wagon; or
 - c. Jeep type; automobile.
5. "Private passenger motor vehicle" means a "motor

vehicle" which is a:

- a. "Private passenger auto".
- b. Pickup or van not customarily used for:
 - (1) Occupational;
 - (2) Professional; or
 - (3) Business;purposes, other than farming or ranching.
- c. Motorcycle.

However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public or livery conveyance for passengers.

C. "Insured" as used in this endorsement means:

1. The "named insured" or any "family member" who sustains "bodily injury" while:
 - a. "Occupying"; or
 - b. A "pedestrian" struck by a "motor vehicle".
2. Any other person who sustains "bodily injury":
 - a. While:
 - (1) "Occupying"; or
 - (2) A "pedestrian" struck by; "your covered auto".
 - b. While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
 - (1) Use of such "motor vehicle" by the "named insured";
 - (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
 - (3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this provision (2.b.) does not apply to work loss or accidental death.

II. PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

A. We will pay personal injury protection benefits to or for an "insured" who sustained "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Declarations.

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
 - a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
 - b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work Loss.

- a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
- b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the

death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

EXCLUSIONS

A. We will not provide Personal Injury Protection Coverage for "bodily injury":

1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "named insured's" expressed or implied consent; or
 - b. Not in lawful possession of "your covered auto".
2. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
3. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous;properties of nuclear material.

B. We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:

1. Workers' compensation law; or
2. Employer's disability law.

C. We do not provide coverage for work loss or accidental death sustained by:

1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured".
2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:

- a. Owned by; or
- b. Furnished or available for the regular use of; the "named insured" or that "family member".

3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.
4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

D. We will not provide coverage for medical payments for "bodily injury" sustained by:

1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured".
2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured" or that "family member".
3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured" or any "family member".
4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.
5. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.
6. Any "insured" other than the "named insured" or any "family member":
 - a. While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation

of:

- (1) Selling;
- (2) Repairing;
- (3) Servicing;
- (4) Storing; or
- (5) Parking;

"motor vehicles".

- b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. This exclusion **(6.b.)** does not apply to "bodily injury" resulting from the operation or occupancy of a:

- (1) "Private passenger auto"; or
- (2) Trailer used with such "private passenger auto" or "your covered auto";

by the "named insured" or his private chauffeur or domestic servant.

7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle".

PAYMENTS OF BENEFITS

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

COORDINATION OF COVERAGE

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

LIMIT OF LIABILITY

The limits of liability shown in the Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "Insureds";
2. "Policies or bonds applicable;
3. Claims made; or
4. "Your covered autos".

OTHER INSURANCE

A. Any insurance we provide for medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

- B.** Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

- C.** No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.

- D.** Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability

under any one policy.

- b. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

A. Duties A. and B.3. are replaced by the following:

- A. We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.
- B. A person seeking Personal Injury Protection Coverage must:
 - 3. Submit, as often as we reasonably require, to physical and mental exams by physicians we select. We will pay for these exams.

B. The following duties are added:

A person seeking Personal Injury Protection Coverage must:

- 1. Give us written proof of claim, under oath if required. This proof of claim must include:
 - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
 - b. Any other information which may assist us in determining the amount due and payable.
- 2. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
- 3. Promptly send us copies of:

- a. The summons and complaint;

- b. Other process;

served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

IV. PART F - GENERAL PROVISIONS

Part F is amended as follows:

A. The Our Right To Recover Payment provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

- 1. This provision does not apply to accidental death.
- 2. Paragraph A. of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a. Hold in trust for us such rights of recovery;
- b. Do nothing after loss to prejudice them;
- c. Do whatever is necessary to secure these rights; and
- d. Execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.

3. The following is added to Paragraph B:

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

- a. The person or organization causing "bodily injury";
- b. That person's agent or insurer; or
- c. A court having jurisdiction in the matter.

B. Paragraph B. of the Policy Period And Territory provisions is replaced by the following:

POLICY PERIOD AND TERRITORY

B. The policy territory is:

- 1. The United States of America, its territories and possessions; or
- 2. Canada

This Endorsement Applies Only If Form Number
1971 (07012007) Appears On The Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. DEFINITIONS

The following is added to definition J.:

5. With respect to Coverage for Damage to Your Auto only, any vehicle:
- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
 - b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
 - c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C).

The following definitions are added:

- L. "Actual cash value" means the fair market value of the stolen or damaged property at the time of "loss".
- M. "Diminution in value" means the actual or perceived reduction, if any, in the market value of a vehicle by reason of the fact it has been damaged and repaired.
- N. "Loss" means sudden, direct and accidental destruction or damage. "Loss" does not include "diminution in value".

II. PART A - LIABILITY COVERAGE

Part A is amended as follows:

- A. The following is added to paragraph A. of the Insuring Agreement provision:

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

- B. The Other Insurance provision is replaced by the

following:

OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

III. PART B - MEDICAL PAYMENTS COVERAGE

Part B is amended as follows:

- A. The following is added to paragraph A. of the Insuring Agreement:

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

- B. The Other Insurance provision is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the "loss".

Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

- A. The following is added to paragraph A. of the Insuring Agreement provision:

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

- B. The following is added to paragraph C.2. of the Insuring Agreement provision:

However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for the use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

- C. Paragraph D. is added to the Insuring Agreement as follows:

- D. Our liability for the cost of repairing "your covered auto" is limited to the amount necessary to perform physical repairs to your stolen or damaged property. **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**

does not cover, and we will not pay for, "diminution in value".

- D. Paragraph 2 of the **PAYMENT OF LOSS** provision is deleted and replaced by the following:

If we return stolen property, we will pay for any damage resulting from the theft, subject to the **LIMIT OF LIABILITY** provisions set forth above.

- E. The last sentence of the Payment of Loss provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the "loss" is a "total loss" to "your covered auto" or any "non-owned auto" and we elect either to pay for "loss" in money or offer a comparable replacement vehicle, our payment for "loss" will include, other than payment for any applicable deductible shown in the Declarations, all:

1. applicable taxes;
2. license fees; and
3. other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

- F. The Other Sources of Recovery provision is replaced by the following:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the "loss", we will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the "loss".

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as

defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

- G. The Appraisal provision of Part D is replaced by the following:

APPRAISAL

If we and you do not agree on the amount of "loss", an appraisal of the "loss" may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the "actual cash value" and the amount of "loss". If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

- H. THE FOLLOWING PROVISION IS ADDED TO **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** WHEN "YOUR NEW COVERED AUTO" SUSTAINS A "TOTAL LOSS".

REPLACEMENT OF NEW AUTOS

We will pay for a new private passenger auto, van or pickup of the same model year, make, model and equipment if "your new covered auto" sustains a "total loss". We will pay for the "loss" to "your new covered auto" under this replacement provision if the "loss" is a "total loss" which:

A. Occurs:

1. Within 365 days of the date you purchased the vehicle; and
2. Before the odometer reaches 15,000 miles; and

B. Is caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

The **LIMIT OF LIABILITY** section of **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** is deleted and replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for "total loss" will be the "replacement cost" of the stolen or damaged property less any applicable deductible.

We reserve the right to replace "your new covered auto" or to pay the "total loss" in money.

The term "actual cash value" in **PART D - APPRAISAL** is replaced by "replacement cost" for claims to which this provision applies.

"Replacement cost" for "your new covered auto" means the cost at the time of "loss" of a new auto of the same model year, make, model and equipment as the one covered under this provision without adjustment for depreciation.

"Total loss", as used in this provision, means "loss" from a single occurrence for which the cost of repair including parts, labor and sales tax exceeds 80% of the "actual cash value" of "your new covered auto". "Diminution in value" will not be considered when determining whether "loss" or damage exceeds 80% of the "actual cash value".

"Your new covered auto" means a private passenger auto, van or pickup with 1,000 miles or less on the date "you" become the owner.

There is no coverage under this provision for "total loss" to:

1. Any "non-owned auto", temporary substitute auto, rented auto, or autos leased for any term less than six months;
2. Any auto that does not meet the definition of "your new covered auto" when purchased.

If there is a lien on the title to "your new covered auto" when it is a "total loss", any proceeds we pay to satisfy that lien will be deducted from the proceeds we pay toward the purchase of the replacement of "your new covered auto".

V. PART F - GENERAL PROVISIONS

Part F is amended as follows:

- A. The Fraud provision does not apply to Part A - **Liability Coverage**.
- B. The following is added to the Our Right To Recover Payment Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

- C. The Termination provision of Part F is replaced by the following:

TERMINATION

Cancellation. This policy may be cancelled during

the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days' notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation.
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or

However, we may not cancel under paragraph (B.3.c) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK.CODE.ANN.Section 5-65-104.

Nonrenewal. If we decide not to renew or continue this policy we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. If the policy period is:

1. 6 months or less, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

a. You cancel this policy because:

- (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
- (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
- (3) You are entering the armed forces of the United States of America; or
- (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.

c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the

notice shall become the end of the policy period.

This Endorsement Applies Only If Form Number
3094 (07012007) Appears On The Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE - ARKANSAS

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice by certified mail-return receipt requested of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for

use as a demonstrator vehicle; or

- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding

or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

- 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
- 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

- 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
- 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- 3. When caused by the use of firearms or any other weaponry.

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:

- 1. Punish a wrongdoer; and
- 2. Deter others from similar conduct.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.

C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

3. If the coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability

for coverage provided on an excess basis.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Any decision of the arbitrators will not be binding on either party.

C. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified mail-return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this

coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include:

1. Written documentation of monetary losses incurred, including copies of all medical bills;
2. Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
3. Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

GENERAL PROVISIONS

The following is added to the Our Right To Recover Payment provisions in Part F:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice by certified mail-return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advance payment.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

This Endorsement Applies Only If Form Number
1969 (07012007) Appears On The Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - ARKANSAS

Part **C** - Uninsured Motorists Coverage is replaced by the following:

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Declarations indicate that both "bodily injury" and "property damage" Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto" within the scope of your expressed or implied permission.
3. Any person for damages that person is legally entitled to recover because of "bodily injury" to which this coverage applies sustained by a person

described in 1. or 2. above.

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto" including its loss of use.

D. "Uninsured motor vehicle" means a land motor vehicle or trailer:

1. To which no liability bond or policy applies at the time of the accident.
2. Insured by a "bodily injury" bond or policy which applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. For which a "bodily injury" bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designated mainly for use off public roads while not on public roads.
6. While located for use as a residence or

premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
 2. When "your covered auto" is being used as a public or livery conveyance. This exclusion **(B.2.)** does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
 4. When caused by the use of firearms or any other weaponry.
 5. For the first \$200 of the amount of "property damage" to "your covered auto". This exclusion **(B.5.)** does not apply if:
 - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
 - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
- C.** This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.
- D.** No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and

2. Deter others from similar conduct.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. **Part A** or **Part B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to

the total of all applicable limits of liability for coverage provided on an excess basis.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

ARBITRATION

A. If we and the "insured" do not agree:

- 1. Whether that "insured" is legally entitled to recover damages; or
- 2. As to the amount of damages sustained by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Any decision of the arbitrators will not be binding on either party.

C. Each party will:

- 1. Pay the expenses it incurs; and
- 2. Bear the expenses of the third arbitrator equally.

D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

<i>SERFF Tracking Number:</i>	<i>GMMX-125280254</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>National General Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025978</i>
<i>Company Tracking Number:</i>	<i>PA AR0002031F01</i>		
<i>TOI:</i>	<i>19.0 Personal Auto</i>	<i>Sub-TOI:</i>	<i>19.0001 Private Passenger Auto (PPA)</i>
<i>Product Name:</i>	<i>2007 PPA (Direct)</i>		
<i>Project Name/Number:</i>	<i>2007 PPA (Direct)/PA AR0002031F01</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	GMMX-125280254	State:	Arkansas
Filing Company:	National General Insurance Company	State Tracking Number:	AR-PC-07-025978
Company Tracking Number:	PA AR0002031F01		
TOI:	19.0 Personal Auto	Sub-TOI:	19.0001 Private Passenger Auto (PPA)
Product Name:	2007 PPA (Direct)		
Project Name/Number:	2007 PPA (Direct)/PA AR0002031F01		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	09/04/2007
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Comments:

Attachment:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

Satisfied -Name:	1970 (07012007) Highlighting Changes, 1971 (07012007) Highlighting Changes, 3094 (07012007) Highlighting Changes, 1969 (07012007) Highlighting Changes, AR - REG 29 - CERT OF COMPLIANCE, AR - NAIC FORM FILING SCHEDULE	Review Status:	Approved	09/04/2007
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Comments:

Attaching filing forms and supporting documents

Attachments:

1970 (07012007) Highlighting Changes.PDF
1971 (07012007) Highlighting Changes.PDF
3094 (07012007) Highlighting Changes.PDF
1969 (07012007) Highlighting Changes.PDF
AR - REG 29 - CERT OF COMPLIANCE.PDF
AR - NAIC FORM FILING SCHEDULE.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

3. Group Name	GMAC Insurance Holdings, Inc.				Group NAIC #	0079
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #		
National General Insurance Company	MO	23728	43-0890050			

5. Company Tracking Number	PA AR0002031F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Elaine Stafford 500 West Fifth Street Winston-Salem NC 27102-3199	Regulatory Analyst	800-526-0332 Ext. 8131	336-770-8105	Elaine.Stafford@GMACinsurance.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Elaine Stafford		

Filing Information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	19.0 Personal Auto
10. Sub-Type of Insurance (Sub-TOI)	19.0001 Private Passenger Auto (PPA)
11. State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12. Company Program Title (Marketing Title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: TBD Renewal: TBD
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	PA AR0002031F01
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

We respectfully submit, for your review and approval, this form filing. All of these forms were amended to meet the changes from ACT 373 which was effective on July 31, 2007. Our claims department has been processing claims according to the new law since that time. Implementation of these form changes will confirm our insureds have the correct information on their policy forms. Once an approval is received from the Arkansas Insurance Department, we will notify you of our effective dates for these four forms.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: 60072252 Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

This Endorsement Applies Only If Form Number
1970 (07012007) Appears On The Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY PROTECTION COVERAGE - ARKANSAS

With respect to coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. DEFINITIONS

The Definitions section is amended as follows:

A. The following definitions are replaced:

1. "Occupying" means:
 - a. In or upon;
 - b. Entering into; or
 - c. Alighting from.
2. With respect to medical payments, "your covered auto" means a "motor vehicle" shown in the Declarations to which medical payments apply. This includes:
 - a. A vehicle loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction.
 - b. A vehicle loaned by a duly licensed automobile dealer for use as a demonstrator vehicle.
 - c. A vehicle rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C).
 - d. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.
3. With respect to work loss and accidental death, "your covered auto" means a "private passenger motor vehicle" shown in the Declarations to which work loss applies. This includes:

- a. A vehicle loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss or

destruction.

- b. A vehicle loaned by a duly licensed automobile dealer for use as a demonstrator vehicle.

- c. A vehicle rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C).

- d. A trailer designed for use with a "private passenger auto" provided such trailer is not being used for business purposes with another type vehicle.

B. The following definitions are added:

1. "Motor vehicle" means a land motor vehicle, trailer or semi-trailer. However, "motor vehicle" does not include a:
 - a. Farm tractor or other equipment, designed for use mainly off public roads, while not upon public roads;
 - b. Vehicle operated upon rails or crawler treads; or
 - c. Vehicle located for use as a residence or premises.
2. "Named insured" means the person named in the Declarations.
3. "Pedestrian" means any person who is not "occupying" any vehicle other than a:
 - a. Motorcycle; or
 - b. Vehicle operated by human or animal power.
4. "Private passenger auto" means a "motor vehicle" which is a:
 - a. Private passenger;
 - b. Station wagon; or
 - c. Jeep type; automobile.
5. "Private passenger motor vehicle" means a "motor

vehicle" which is a:

- a. "Private passenger auto".
- b. Pickup or van not customarily used for:
 - (1) Occupational;
 - (2) Professional; or
 - (3) Business;purposes, other than farming or ranching.
- c. Motorcycle.

However, "private passenger motor vehicle" does not include a "motor vehicle" used as a public or lively conveyance for passengers.

C. "Insured" as used in this endorsement means:

1. The "named insured" or any "family member" who sustains "bodily injury" while:
 - a. "Occupying"; or
 - b. A "pedestrian" struck by a "motor vehicle".
2. Any other person who sustains "bodily injury":
 - a. While:
 - (1) "Occupying"; or
 - (2) A "pedestrian" struck by; "your covered auto".
 - b. While "occupying" a "motor vehicle" other than "your covered auto". The "bodily injury" must result from the:
 - (1) Use of such "motor vehicle" by the "named insured";
 - (2) Operation of such "motor vehicle" by the "named insured's" private chauffeur or domestic servant on behalf of the "named insured"; or
 - (3) Use of such "motor vehicle" by any "family member" if the "motor vehicle" is a "private passenger auto" or trailer.

However, this provision (2.b.) does not apply to work loss or accidental death.

II. PERSONAL INJURY PROTECTION COVERAGE

INSURING AGREEMENT

A. We will pay personal injury protection benefits to or for an "insured" who sustained "bodily injury". The "bodily injury" must:

1. Be caused by an accident; and
2. Arise out of the maintenance or use of a "motor vehicle" as a "motor vehicle".

We will only pay those benefits for which either the word included, or a specific premium, is shown in the Declarations.

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

B. Subject to the limits shown in the Declarations, personal injury protection benefits consist of the following:

1. Medical payments. All reasonable and necessary expenses incurred within 2 years from the date of the accident for:
 - a. Medical, hospital, x-ray, professional nursing, dental, surgical, ambulance, prosthetic and funeral expenses; and
 - b. Any non-medical remedial care and treatment rendered in accordance with a recognized religious method of healing.

Medical payments do not include expenses in excess of those required for a semi-private room, unless more intensive care is required.

2. Work Loss.

- a. If an "insured" is an income earner, loss of income from work that "insured" would have performed had he not sustained "bodily injury".
- b. If an "insured" is a non-income earner, expenses reasonably incurred in obtaining ordinary and necessary services instead of those that "insured" would have performed, without income and for the benefit of himself or his family, had he not sustained "bodily injury".

Work loss applies only to the period beginning 8 days after the date of the accident and not exceeding 52 weeks. However, work loss does not include any loss or expense after the death of an "insured".

3. Accidental death. A death benefit paid if "bodily injury" resulting from the accident causes the

death of an "insured" within 1 year from the date of the accident. The "bodily injury" must be the sole cause of death.

EXCLUSIONS

A. We will not provide Personal Injury Protection Coverage for "bodily injury":

1. Sustained by any "insured" while:
 - a. Operating "your covered auto" without the "named insured's" expressed or implied consent; or
 - b. Not in lawful possession of "your covered auto".
2. Due to:
 - a. War (declared or undeclared);
 - b. Civil war;
 - c. Insurrection;
 - d. Rebellion or revolution; or
 - e. Any act or condition incident to any of the above.
3. Resulting from the:
 - a. Radioactive;
 - b. Toxic;
 - c. Explosive; or
 - d. Other hazardous;properties of nuclear material.

B. We do not provide coverage for medical payments or work loss for "bodily injury" sustained by any "insured" to the extent that benefits are, in whole or in part, paid or payable under any of the following or similar law:

1. Workers' compensation law; or
2. Employer's disability law.

C. We do not provide coverage for work loss or accidental death sustained by:

1. The "named insured" while "occupying" any "private passenger motor vehicle" other than "your covered auto" which is:
 - a. Owned by; or
 - b. Furnished or available for the regular use of; the "named insured".
2. Any "family member" while "occupying" any "private passenger motor vehicle", other than "your covered auto", which is:

a. Owned by; or

b. Furnished or available for the regular use of; the "named insured" or that "family member".

3. Any "family member" entitled to similar coverage as a named insured under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

4. Any "insured", other than the "named insured" or any "family member", entitled to similar coverage as a named insured or family member under another policy which provides personal injury protection benefits equal to or greater than those required by the Arkansas statutes.

D. We will not provide coverage for medical payments for "bodily injury" sustained by:

1. The "named insured" while "occupying" any "motor vehicle", other than "your covered auto", which is:

a. Owned by; or

b. Furnished or available for the regular use of; the "named insured".

2. Any "family member" while "occupying" any "motor vehicle", other than "your covered auto", which is:

a. Owned by; or

b. Furnished or available for the regular use of; the "named insured" or that "family member".

3. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" which is:

a. Owned by; or

b. Furnished or available for the regular use of; the "named insured" or any "family member".

4. Any "insured" while "occupying" "your covered auto" when it is being used as a public or livery conveyance unless such use is stated in the Declarations.

5. Any "insured", other than the "named insured" or any "family member", while "occupying" any "motor vehicle" other than "your covered auto" when it is being used as a public or livery conveyance.

6. Any "insured" other than the "named insured" or any "family member":

a. While "occupying" any "motor vehicle", other than "your covered auto", while employed or otherwise engaged in the business or occupation

of:

- (1) Selling;
- (2) Repairing;
- (3) Servicing;
- (4) Storing; or
- (5) Parking;

"motor vehicles".

- b. Arising out of the maintenance or use of any "motor vehicle", other than "your covered auto" or a motorcycle, by that "insured" while employed or otherwise engaged in any business or occupation not described in 6.a. This exclusion (6.b.) does not apply to "bodily injury" resulting from the operation or occupancy of a:

- (1) "Private passenger auto"; or
- (2) Trailer used with such "private passenger auto" or "your covered auto";

by the "named insured" or his private chauffeur or domestic servant.

7. Any "insured" while "occupying" any "motor vehicle", other than "your covered auto", unless that "insured" has, or reasonably believes he has, the permission of the owner to use such "motor vehicle".

PAYMENTS OF BENEFITS

We may pay medical payments or work loss to an "insured" or any person or organization rendering the services. Such payment shall reduce the amount payable under this coverage for "bodily injury" sustained by that "insured".

COORDINATION OF COVERAGE

Any coverage provided by this endorsement for medical payments will replace any coverage afforded under Part B of this policy with respect to "your covered auto" which is registered or principally garaged in Arkansas.

LIMIT OF LIABILITY

The limits of liability shown in the Declarations for Personal Injury Protection Coverage are the most we will pay each "insured" injured in any one "motor vehicle" accident, regardless of the number of:

1. "Insureds";
2. "Policies or bonds applicable;
3. Claims made; or
4. "Your covered autos".

OTHER INSURANCE

A. Any insurance we provide for medical payments:

1. With respect to "bodily injury" sustained by any "family member", shall be excess over any other collectible insurance available to that "family member" as a named insured under another motor vehicle insurance policy providing direct benefits without regard to fault.
2. With respect to "bodily injury" sustained by an "insured", other than the "named insured" or any "family member", shall be excess over any other collectible similar insurance available to that "insured" as a named insured or family member under another motor vehicle insurance policy providing direct benefits without regard to fault.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

- B. Except as provided in A. above, if there is other similar collectible insurance which provides coverage for medical payments, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.
- C. No one shall be entitled to recover duplicate payments for medical payments for the same elements of loss.
- D. Any insurance we provide for work loss or accidental death shall be excess over any other collectible insurance available to:

1. An "insured", other than the "named insured" or any "family member", under another motor vehicle insurance policy. In this event, our maximum limit of liability will be the amount by which the applicable limit of liability shown in the Declarations exceeds the applicable limits of liability of all other insurance.
2. The "named insured" or any "family member" under any other motor vehicle insurance policy. In this event:
 - a. The maximum recovery under all policies shall not exceed the highest limit of liability

under any one policy.

- b. We will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

III. PART E - DUTIES AFTER AN ACCIDENT OR LOSS

Part E is amended as follows:

A. Duties A. and B.3. are replaced by the following:

- A. We must be promptly notified in writing of how, when and where the accident happened. Notice should include the names and addresses of any "insureds" and witnesses.
- B. A person seeking Personal Injury Protection Coverage must:
 - 3. Submit, as often as we reasonably require, to physical and mental exams by physicians we select. We will pay for these exams.

B. The following duties are added:

A person seeking Personal Injury Protection Coverage must:

- 1. Give us written proof of claim, under oath if required. This proof of claim must include:
 - a. Complete details of the nature and extent of the injuries and treatment received and contemplated; and
 - b. Any other information which may assist us in determining the amount due and payable.
- 2. At our request, furnish us with a sworn statement of earnings for the "insured" since the date of the accident and for a reasonable time before the accident.
- 3. Promptly send us copies of:

- a. The summons and complaint;

- b. Other process;

served in connection with any legal action taken, to recover damages for "bodily injury", against a person or organization who is or may be legally liable.

IV. PART F - GENERAL PROVISIONS

Part F is amended as follows:

A. The Our Right To Recover Payment provision is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

- 1. This provision does not apply to accidental death.
- 2. Paragraph A. of the provision is replaced by the following:

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from another that person shall:

- a. Hold in trust for us such rights of recovery;
- b. Do nothing after loss to prejudice them;
- c. Do whatever is necessary to secure these rights; and
- d. Execute and deliver to us any instruments and papers as may be appropriate to secure that person's and our rights.

3. The following is added to Paragraph B:

We will have a lien against the proceeds of the recovery. We may give notice of the lien to:

- a. The person or organization causing "bodily injury";
- b. That person's agent or insurer; or
- c. A court having jurisdiction in the matter.

B. Paragraph B. of the Policy Period And Territory provisions is replaced by the following:

POLICY PERIOD AND TERRITORY

B. The policy territory is:

- 1. The United States of America, its territories and possessions; or
- 2. Canada

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLICY PROVISIONS - ARKANSAS

I. DEFINITIONS

The following is added to definition J.:

5. With respect to Coverage for Damage to Your Auto only, any vehicle:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C).

The following definitions are added:

- L. "Actual cash value" means the fair market value of the stolen or damaged property at the time of "loss".
- M. "Diminution in value" means the actual or perceived reduction, if any, in the market value of a vehicle by reason of the fact it has been damaged and repaired.
- N. "Loss" means sudden, direct and accidental destruction or damage. "Loss" does not include "diminution in value".

II. PART A - LIABILITY COVERAGE

Part A is amended as follows:

A. The following is added to paragraph A. of the Insuring Agreement provision:

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

B. The Other Insurance provision is replaced by the

following:

OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance. However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

III. PART B - MEDICAL PAYMENTS COVERAGE

Part B is amended as follows:

A. The following is added to paragraph A. of the Insuring Agreement:

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

B. The Other Insurance provision is replaced by the following:

OTHER INSURANCE

If there is other applicable auto medical payments insurance, we will pay only our share of the "loss".

Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

IV. PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

Part D is amended as follows:

- A. The following is added to paragraph A. of the Insuring Agreement provision:

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

- B. The following is added to paragraph C.2. of the Insuring Agreement provision:

However, "non-owned auto" does not include any vehicle provided by a duly licensed automobile dealer to you or a "family member" for the use as a temporary substitute for "your covered auto" while it is out of normal use because of its breakdown, repair or servicing.

- C. Paragraph D. is added to the Insuring Agreement as follows:

D. Our liability for the cost of repairing "your covered auto" is limited to the amount necessary to perform physical repairs to your stolen or damaged property. **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**

does not cover, and we will not pay for, "diminution in value".

- D. Paragraph 2 of the **PAYMENT OF LOSS** provision is deleted and replaced by the following:

If we return stolen property, we will pay for any damage resulting from the theft, subject to the **LIMIT OF LIABILITY** provisions set forth above.

- E. The last sentence of the Payment of Loss provision is replaced by the following:

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property. However, if the "loss" is a "total loss" to "your covered auto" or any "non-owned auto" and we elect either to pay for "loss" in money or offer a comparable replacement vehicle, our payment for "loss" will include, other than payment for any applicable deductible shown in the Declarations, all:

1. applicable taxes;
2. license fees; and
3. other fees;

actually incurred incident to transfer of evidence of ownership of a comparable replacement vehicle.

- F. The Other Sources of Recovery provision is replaced by the following:

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the "loss", we will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the "loss".

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual for use while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as

defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

- G. The Appraisal provision of Part D is replaced by the following:

APPRAISAL

If we and you do not agree on the amount of "loss", an appraisal of the "loss" may be made. However, an appraisal will be made only if both we and you agree, voluntarily, to have the "loss" appraised. If so agreed, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the "actual cash value" and the amount of "loss". If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

We do not waive any of our rights under this policy by agreeing to an appraisal.

- H. THE FOLLOWING PROVISION IS ADDED TO **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** WHEN "YOUR NEW COVERED AUTO" SUSTAINS A "TOTAL LOSS".

REPLACEMENT OF NEW AUTOS

We will pay for a new private passenger auto, van or pickup of the same model year, make, model and equipment if "your new covered auto" sustains a "total loss". We will pay for the "loss" to "your new covered auto" under this replacement provision if the "loss" is a "total loss" which:

A. Occurs:

1. Within 365 days of the date you purchased the vehicle; and
2. Before the odometer reaches 15,000 miles; and

B. Is caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

The **LIMIT OF LIABILITY** section of **PART D - COVERAGE FOR DAMAGE TO YOUR AUTO** is deleted and replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for "total loss" will be the "replacement cost" of the stolen or damaged property less any applicable deductible.

We reserve the right to replace "your new covered auto" or to pay the "total loss" in money.

The term "actual cash value" in **PART D - APPRAISAL** is replaced by "replacement cost" for claims to which this provision applies.

"Replacement cost" for "your new covered auto" means the cost at the time of "loss" of a new auto of the same model year, make, model and equipment as the one covered under this provision without adjustment for depreciation.

"Total loss", as used in this provision, means "loss" from a single occurrence for which the cost of repair including parts, labor and sales tax exceeds 80% of the "actual cash value" of "your new covered auto". "Diminution in value" will not be considered when determining whether "loss" or damage exceeds 80% of the "actual cash value".

"Your new covered auto" means a private passenger auto, van or pickup with 1,000 miles or less on the date "you" become the owner.

There is no coverage under this provision for "total loss" to:

1. Any "non-owned auto", temporary substitute auto, rented auto, or autos leased for any term less than six months;
2. Any auto that does not meet the definition of "your new covered auto" when purchased.

If there is a lien on the title to "your new covered auto" when it is a "total loss", any proceeds we pay to satisfy that lien will be deducted from the proceeds we pay toward the purchase of the replacement of "your new covered auto".

V. PART F - GENERAL PROVISIONS

Part F is amended as follows:

- A. The Fraud provision does not apply to Part A - **Liability Coverage**.
- B. The following is added to the Our Right To Recover Payment Provision:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

- C. The Termination provision of Part F is replaced by the following:

TERMINATION

Cancellation. This policy may be cancelled during

the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days' notice if cancellation is for nonpayment of premium; or
 - b. At least 20 days' notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If the policy was obtained through material misrepresentation.
 - c. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses "your covered auto";has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or

However, we may not cancel under paragraph (B.3.c) solely because of the administrative suspension or revocation of the insured's driver's license due to the influence or use of alcohol or a controlled substance as set forth in ARK.CODE.ANN.Section 5-65-104.

Nonrenewal. If we decide not to renew or continue this policy we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period. If the policy period is:

1. 6 months or less, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
2. 1 year or longer, we will have the right not to renew or continue this policy at each anniversary of its original effective date.

Automatic Termination. If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

Other Termination Provisions.

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. If we cancel, we will refund you the pro rata unearned premium. If you cancel, we will refund you 90% of the pro rata unearned premium.

However, we will refund you the full pro rata unearned premium if:

a. You cancel this policy because:

- (1) You have disposed of "your covered auto", and you insure another auto with us under a new policy, to become effective within 30 days of the effective date of cancellation of this policy; or
- (2) "Your covered auto" has been repossessed under the terms of a financing agreement; or
- (3) You are entering the armed forces of the United States of America; or
- (4) "Your covered auto" was stolen or destroyed, and you request cancellation:
 - (a) Within 30 days following the date "your covered auto" was stolen or destroyed; or
 - (b) Within 15 days of the time we determined "your covered auto" was destroyed, or if stolen, to be unrecoverable.

b. You cancel this policy but there remains in force with us a policy in your name insuring another auto.

c. This policy is written for a term of greater than one year and you cancel the policy after it has been in effect for one year.

Making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the

notice shall become the end of the policy period.

This Endorsement Applies Only If Form Number
3094 (07012007) Appears On The Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERINSURED MOTORISTS COVERAGE - ARKANSAS

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "underinsured motor vehicle" because of "bodily injury":

1. Sustained by an "insured"; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "underinsured motor vehicle".

We will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice by certified mail-return receipt requested of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for

use as a demonstrator vehicle; or

- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

- B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto".
3. Any person for damages that person is entitled to recover because of "bodily injury" to which this coverage applies sustained by a person described in 1. or 2. above.

- C. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages.

However, "underinsured motor vehicle" does not include any vehicle or equipment:

1. To which bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of Arkansas.
2. Owned by or furnished or available for the regular use of you or any "family member".
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.
7. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
8. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding

or insuring company:

- a. Denies coverage; or
- b. Is or becomes insolvent.

EXCLUSIONS

A. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained:

- 1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
- 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.

B. We do not provide Underinsured Motorists Coverage for "bodily injury" sustained by any "insured":

- 1. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This exclusion (B.1.) does not apply to a share-the-expense car pool.
- 2. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
- 3. When caused by the use of firearms or any other weaponry.

C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

D. We do not provide Underinsured Motorists Coverage for punitive or exemplary damages which are imposed to:

- 1. Punish a wrongdoer; and
- 2. Deter others from similar conduct.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:

- 1. "Insureds";
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A, Part B or Part C of this policy.

C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.

D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:

- 1. Workers' compensation law; or
- 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

- 1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
- 2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

3. If the coverage under this policy is provided:

- a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
- b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability

for coverage provided on an excess basis.

ARBITRATION

A. If we and an "insured" do not agree:

1. Whether that "insured" is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Any decision of the arbitrators will not be binding on either party.

C. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

ADDITIONAL DUTIES

A person seeking coverage under this endorsement must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing by certified mail-return receipt requested of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

However, if the owner or operator of the "underinsured motor vehicle" is insured by us for liability coverage, this provision (2.) shall not apply, and an "insured" may proceed with his or her claim for damages under this

coverage anytime after settlement of that "insured's" claim for damages under the liability coverage applicable to the owner or operator of the "underinsured motor vehicle".

Written notice of a tentative settlement must include:

1. Written documentation of monetary losses incurred, including copies of all medical bills;
2. Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
3. Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

GENERAL PROVISIONS

The following is added to the Our Right To Recover Payment provisions in Part F:

OUR RIGHT TO RECOVER PAYMENT

We shall be entitled to a recovery under Paragraph A. or B. only after the person has been fully compensated for damages.

Our rights do not apply under Paragraph A. with respect to Underinsured Motorists Coverage if we:

1. Have been given prompt written notice by certified mail-return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
2. We also have a right to recover the advance payment.

However, no notice of a tentative settlement is required if the "underinsured motor vehicle" is insured by us for liability coverage.

This Endorsement Applies Only If Form Number
1969 (07012007) Appears On The Declarations Page.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNINSURED MOTORISTS COVERAGE - ARKANSAS

Part C - Uninsured Motorists Coverage is replaced by the following:

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of:

1. "Bodily injury" sustained by an "insured" and caused by an accident; and
2. "Property damage" caused by an accident if the Declarations indicate that both "bodily injury" and "property damage" Uninsured Motorists Coverage applies.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

If any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

B. "Insured" as used in this endorsement means:

1. You or any "family member".
2. Any other person "occupying" "your covered auto" within the scope of your expressed or implied permission.
3. Any person for damages that person is legally entitled to recover because of "bodily injury" to which this coverage applies sustained by a person

described in 1. or 2. above.

C. "Property damage" as used in this endorsement means injury to or destruction of "your covered auto" including its loss of use.

D. "Uninsured motor vehicle" means a land motor vehicle or trailer:

1. To which no liability bond or policy applies at the time of the accident.
2. Insured by a "bodily injury" bond or policy which applies at the time of the accident. In this case its limit for liability must be less than the minimum limit for liability specified by the Arkansas Financial Responsibility Law.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".
4. For which a "bodily injury" bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designated mainly for use off public roads while not on public roads.
6. While located for use as a residence or

premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by that "insured" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B.** We do not provide Uninsured Motorists Coverage for "property damage" or "bodily injury" sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" or "property damage" claim without our consent.
 2. When "your covered auto" is being used as a public or livery conveyance. This exclusion **(B.2.)** does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so.
 4. When caused by the use of firearms or any other weaponry.
 5. For the first \$200 of the amount of "property damage" to "your covered auto". This exclusion **(B.5.)** does not apply if:
 - a. We insure "your covered auto" for both collision and property damage Uninsured Motorists Coverage; and
 - b. The operator of the "uninsured motor vehicle" is positively identified and is solely at fault.
- C.** This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.
- D.** No payment will be made for loss paid or payable to the "insured" under Part **D** of the policy.
- E.** We do not provide Uninsured Motorists Coverage for punitive or exemplary damages which are imposed to:
1. Punish a wrongdoer; and

2. Deter others from similar conduct.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one accident. This is the most we will pay regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
1. **Part A** or **Part B** of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.
- C.** We will not make duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- D.** We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.

OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own shall be excess over any collectible insurance providing coverage on a primary basis.
3. If the coverage under this policy is provided:
 - a. On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to

the total of all applicable limits of liability for coverage provided on an excess basis.

However, if any vehicle is:

- a. loaned by a duly licensed automobile dealer for use as a temporary substitute, with or without compensation, to the insured individual while the insured's vehicle is out of use because of breakdown, repair, servicing, loss, or destruction; or
- b. loaned by a duly licensed automobile dealer for use as a demonstrator vehicle; or
- c. rented or leased from a rental company as defined in Section 23-64-202 (d) (2) (C)

then we will provide primary insurance.

ARBITRATION

A. If we and the "insured" do not agree:

- 1. Whether that "insured" is legally entitled to recover damages; or
- 2. As to the amount of damages sustained by that "insured";

from the owner or operator of an "uninsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Any decision of the arbitrators will not be binding on either party.

C. Each party will:

- 1. Pay the expenses it incurs; and
- 2. Bear the expenses of the third arbitrator equally.

D. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply.

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: National General Insurance Company 0079-23728

DESCRIPTION: Personal Injury Protection

FORM NUMBER: 1970

EDITION DATE: 07012007

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 0, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. §§23-80-301—23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Vice President and Chief Actuary
Title

If a policy is stored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

(Rev. 10-92)

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: National General Insurance Company 0079-23728

DESCRIPTION: Amendment of Policy Provisions

FORM NUMBER: 1971

EDITION DATE: 07012007

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 52.2, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. §§23-80-301—23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Vice President and Chief Actuary
Title

If a policy is stored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

(Rev. 10-92)

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: National General Insurance Company 0079-23728

DESCRIPTION: Underinsured Motorists Coverage - Arkansas

FORM NUMBER: 3094

EDITION DATE: 07012007

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 42, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. §§23-80-301—23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Vice President and Chief Actuary
Title

If a policy is stored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

(Rev. 10-92)

ARKANSAS INSURANCE DEPARTMENT
PROPERTY AND CASUALTY DIVISION

RULE AND REGULATION 29
REVISED CERTIFICATE OF COMPLIANCE

INSURER NAME AND NAIC NUMBER: National General Insurance Company 0079-23728

DESCRIPTION: Uninsured Motorists Coverage - Arkansas

FORM NUMBER: 1969

EDITION DATE: 07012007

This is to certify that the above captioned property and/or Casualty policy form has achieved a Flesch Reading Ease Test Score of 48.6, and complies with the requirements of Act 517 of 1981, the Property and Casualty Insurance Policy Simplification Act, codified as Ark. Code Ann. §§23-80-301—23-80-308, and complies with Department Rule and Regulation 29.



Signature of Officer of Company

Vice President and Chief Actuary
Title

If a policy is stored by a method other than the Flesch Reading Ease Test, the alternate method should be explained in detail.

(Rev. 10-92)

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	PA AR0002031F01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Personal Injury Protection	1970 07012007	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	1970 (06011994)	
02	Amendment of Policy Provisions	1971 07012007	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	1971 (09012000)	
03	Underinsured Motorists Coverage - Arkansas	3094 07012007	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	3094 (12011998)	
04	Uninsured Motorists Coverage - Arkansas	1969 07012007	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	1969 (07012005)	
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		